

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO HEALTH DEPARTMENT** herein referred to as **"METRO GOVERNMENT" OR "LMHD,"** and **THE JEFFERSON COUNTY BOARD OF EDUCATION**, with offices located at 3332 Newburg Road, Louisville, Kentucky 40232-4020, herein referred to as **"BOARD,"**

WITNESSETH:

WHEREAS, the LMHD, in the exercise of its lawful duties has determined that supporting the provision of two family life curricula in elementary, middle and high schools with funds allocated by the Kentucky Cabinet for Health Services is essential to the operation of LMHD in fulfilling its legal responsibilities; and

WHEREAS, THE Board has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Board shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Board's work product produced pursuant to this Agreement may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Board needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Board shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

C. The services of Board shall include but not be limited to the following:

1. The Board will:
 - a. Assign a staff person to work part-time to coordinate project activities, facilitate training arrangements, support implementation of the curricula, and perform reporting and related duties.
 - b. Train faculty, staff and students, as appropriate, to implement the program.
 - c. Report to the LMHD participating schools and number of students in programs.
 - d. Provide instruction using the curricula to an estimated 6500 students.
 - e. Submit to the LMHD reports of revenues and expenditures and program activities as required.
2. LMHD will:
 - a. Provide financial, technical assistance, and project support to the Board's educational project.
 - b. Arrange for limited training for faculty and staff involved in the project.

II. FEES AND COMPENSATION

- A. The LMHD agrees to pay the Board, subject to availability of funds, **SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500)** quarterly upon the receipt of appropriate quarterly billing.
- B. Progress reports that relate to program activities and expenditures will be submitted as requested by the LMHD on a quarterly basis.
- C. The Board agrees to refund to the LMHD any funds not expended at the end of the contract period.
- D. The total payments under the terms of this contract shall not exceed **TWENTY-SIX THOUSAND DOLLARS \$26,000** (\$1000.00 for pre-Teen PSI, \$25,000.00 to PSI & RTR).
- E. Board agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Health Department no later than the end of the second week in July of the following fiscal year. Board agrees that original invoices that are not in Health Department possession by this time will not be paid and Board agrees to waive its right to compensation for services billed under such invoices.

III. DURATION

- A. This is a professional service contract which shall begin July 1, 2005 and shall continue through and including June 30, 2006.
- B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate.

C. In the event of termination, payment for services completed up to and including the date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Board of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made. If such non-appropriation of funds occurs, the Board's obligations under this Agreement may be terminated at the Board's option.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause either party to be an officer or official of the other party. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Board shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Board's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Board shall include (without limitation): (1) payroll records accounting for total time distribution of Board's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in case; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Board's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS CLAUSE

Board agrees to hold harmless the LMHD/Metro Government from and against all losses, claims, expenses, actions, causes of action costs, damages and obligations final or otherwise, arising from any and all negligent acts of the Board, under this Agreement that result in injury to persons, damage to property or loss arising from the performance of this Agreement. The LMHD/Metro Government agrees to indemnify Board to the extent the LMHD/Metro Government is liable under Kentucky law for injuries or damages caused by the negligence of the LMHD/Metro Government and their employees.

VII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

VIII. AUTHORITY

Both parties, by execution of this Agreement, do hereby warrant and represent that they are qualified to do business in the State of Kentucky, and have the full right, power and authority to enter into this Agreement.

IX. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

- (1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - (a) He, or any member of his immediate family has a financial interest therein; or

- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This agreement cannot be amended, modified, or

supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XI. OCCUPATIONAL HEALTH AND SAFETY

Board agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338.

XII. SUCCESSORS

This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors and assigns.

XIII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this agreement and shall not affect any other provision hereunder.

XIV. COUNTERPARTS

This agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XV. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Board is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVI. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVII. MISCELLANEOUS

Board agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Board agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPPA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. In the event the Board is to receive any protected health information in the performance of this Agreement, Board agrees to sign the Health Department Business Associate Agreement. In the event the Board is to receive any protected health information in the performance of this Agreement, the Board further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Health Department's Business Associate Agreement.

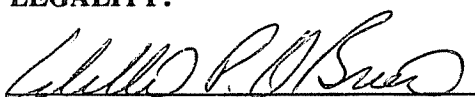
The Metro Government and Board agree to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Board certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Health Department or its Board of Health. Board nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Health Department without the express authorization of the Director of Health or his designee.

1/2 Board shall reveal any final determination of a violation by the Board or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Board or subcontractor. The Board shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Board or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

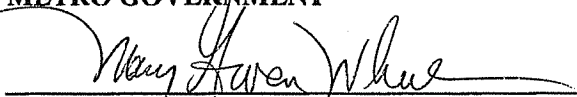
**APPROVED AS TO FORM AND
LEGALITY:**



**IRV MAZE
JEFFERSON COUNTY ATTORNEY**

Date: 3/21/06

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**



**MARY GWEN WHEELER, CABINET
SECRETARY, CABINET FOR HEALTH
AND FAMILY SERVICES**

Date: 3/29/06

**LOUISVILLE METRO HEALTH
DEPARTMENT**



DR. ADEWALE TROUTMAN, DIRECTOR

Date: 3/23/06

**JEFFERSON COUNTY BOARD OF
EDUCATION**

By: 

Title: Superintendent

Date: March 14, 2006

**Taxpayer Identification No.
(TIN):** _____

**Louisville/Jefferson County
Revenue Commission Account
No.:** _____

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☒ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: **Jefferson County Public Schools**
2. Address: **3332 Newburg Road**
3. City/ State & Zip: **Louisville, KY 40218**
4. Contact Person Name & Telephone Number: **Marty Bell 485-3949**
5. Revenue Commission Taxpayer ID#: **158072**
6. If registration is not required please explain:
7. Is account in good standing: **Yes**
8. Federal Tax ID # (SSN if sole proprietor): **61-600-1316-W**

Department Information

9. Requesting Department: **Health**
10. Contact Person Name & Telephone: **Channa Newman, CH Specialist, 574-5291**

Contract Information

11. Not to exceed amount: **\$26,000**
12. Are expenses reimbursed? **No**
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: **July 1, 2005 to June 30, 2006**
15. Coding: **1101- 605-4176 -411539 - 521376 and 2101-605-4176-411539-521376**
16. Scope & Purpose of the contract: **Contract agreement between Louisville Metro Government and Jefferson County Public Schools to provide two "Family Life Curricula"- PSI (Postponing Sexual Involvement) and RTR (Reducing the Risk) - to no less than 7500 Jefferson County Public School students.**

Authorizations

WPH County Attorney Review - Approved as to Form:

Department Director: *[Signature]* Date: *10/25/05*

Signature certifies:

[Signature] Funds are available

[Signature] Contractor is registered and in good standing with the Revenue Commission

[Signature] Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: *3-27-06*

Cabinet Secretary: *[Signature]* Date: *3/29/06*

(If applicable)

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____XX_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

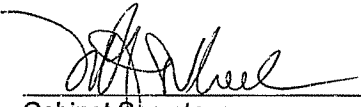
_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Requesting Department Director Date


Cabinet Secretary 3/27/06
(When required by cabinets policy) Date

**Mayor Date
****Signature is required only for Written Finding A**